

**Memorandum of Understanding
Lake Havasu Unified School District #1 and
Lake Havasu City Fire Department**

**Lake Havasu City CTE/WAVE Emergency Medical Services (EMS) Program
2025-2027**

This Memorandum of Understanding (MOU) is entered into between Lake Havasu Unified School District #1 (LHUSD) and Lake Havasu City, Arizona (City), each individually referenced as the "Party" and collectively referenced as the "Parties." The Parties agree as follows:

1. Program: The collaboration between the Parties is focused on the development of an Emergency Medical Service (EMS) program. This initiative will encompass two instructional courses, Emergency Medical Responder (EMR) and Emergency Medical Technician-Basic (EMT-B), specifically designed for high school students who are aspiring to pursue a career in pre-hospital emergency medicine. ("Program")

The EMR course prepares the students to provide immediate life-saving interventions for patients of all ages while awaiting additional emergency medical services (EMS) resources. Areas of study include an introduction to EMS systems, roles and responsibilities of the EMR, anatomy and physiology, medical emergencies, trauma, and special considerations for working in the pre-hospital setting. The course content and activities will prepare students to make appropriate decisions about providing care in a medical emergency. Successful students will receive two certification cards: National Registry EMR and American Heart Association Basic Life Support (BLS) Healthcare Provider CPR. This EMR course is a prerequisite to advance to the EMT-B course within the Career Technical Education (CTE) EMS program.

The EMT-B course is designed to provide students with the requirements to be eligible to test for the National Registry EMT-B Certificate. Emergency Medical Technicians (EMTs) provide out-of-hospital emergency medical care and transportation for critical and emergent patients who access the emergency medical services (EMS) system. EMTs have the basic knowledge and skills to stabilize and safely transport patients from non-emergency and routine medical transports to life-threatening emergencies. EMTs function as part of a comprehensive EMS response system, under medical oversight, and perform interventions using the essential equipment typically found in an ambulance. EMTs are a critical link between the scene of an emergency and the health care system.

Partners:

- Lake Havasu Unified School District #1 (LHUSD),
- Lake Havasu High School Career and Technical Education Department (CTE Department),
- Lake Havasu City (City), and
- Lake Havasu City Fire Department (LHCFD).

2. Responsibilities of the Parties:

2.1 LHUSD / CTE Department agrees to:

- A. Provide funding to City in the amount of \$12,000 per semester. The funding will be used solely for the Program needs, including but not limited to, instructors' wages/benefits, teacher certification fees, Department of Public Safety fingerprint clearance card attainment, fire station rental, materials, supplies, and equipment. District agrees to pay the funding amount within thirty (30) calendar days of receipt of an invoice from City. Payment is delinquent when received ten (10) calendar days or more after the due date on the invoice. A late fee in the amount of ten percent (10%) of the invoice amount will be assessed for each delinquent payment.
- B. Provide financial assistance with the certification process for one (1) LHCFD EMS Instructor to complete the CTE Industrial and Emerging Technologies teaching K-12 Certificate, including necessary continuing education or requirements needed to maintain certification inclusive of up to one course for one instructor required for attaining certification and based on available funding.
- C. Provide appropriate instructional classrooms and equipment at the high school as recommended by the Arizona Department of Education and limited to available funding in LHUSD's discretion.
- D. Provide educational knowledge about the technical standards as outlined by the CTE Program for the Program to LHCFD.
- E. Maintain a student-to-EMS instructor ratio of no more than 10:1 for the pilot Program class. Upon the successful completion of the pilot Program, this ratio may be adjusted to a maximum of 15:1. The timeframe for the pilot program is defined as the completion of the initial year of this two-year MOU.
- F. Offer students the opportunity to participate in clubs that align with the Program such as the Health Occupations Students of America (HOSA) or Skills USA. LHUSD will oversee the appointment of the club adviser, unless a member of the LHCFD voluntarily steps in to take on this role.
- G. Maintain insurance coverage for students participating in the Program.
- H. Provide the Program instructors with information necessary for the Program including the rules and regulations for work-based learning to include Attendance and Grading Policies; LHUSD Code of Conduct Expectations for Student Behavior; and Maintaining Safety Standards.
- I. Provide and/or coordinate transportation, if necessary, appropriate and feasible, to City facilities and off-site locations as needed for students enrolled in and participating in the Program.
- J. Return all LHCFD equipment in the same working order as was delivered and repair or replace any LHCFD equipment damaged during Program use. Any LHCFD equipment

damaged as a result of students' intentional abuse or negligence will be replaced through the Program's funding or based on available resources by LHUSD.

- K. Facilitate training to EMS Instructors concerning the requirements of the Family Education Rights and Privacy Act (FERPA) regarding student records and any consents needed for release or verification of student training records.

2.2 City/ LHCDFD agrees to:

- A. City will provide one (1) EMS Instructor to complete and maintain the CTE Industrial and Emerging Technologies teaching K-12 Certificates through the Arizona Department of Education, including necessary continuing education or other testing requirements.
- B. Designate one CTE Fire or EMS Instructor to act as the Emergency Medical Service Program Coordinator. The Program Coordinator will be responsible for development of curriculum, maintaining class schedules, instructor assignments, testing, grades/attendance, and management of the overall Program. The Program Coordinator will be the point of contact for LHUSD.
- C. Follow the technical standards as outlined by the CTE Program for the Program.
- D. The curriculum should adhere to Arizona Department of Education standards and prepare students for the Technical Skills Assessment, which will be administered in the Career Center at LHHS upon completion of the Program.
- E. Offer appropriate industry credential/s for students to earn during the completion of the Program as identified by CTED, Arizona Industry Credential, or other agreed upon credentials (these are found on the ADE website under CTE-Industry credentials).
- F. Ensure that participating students are instructed in and are aware of the rules and regulations for work-based learning to include Attendance and Grading Policies; LHUSD Code of Conduct Expectations for Student Behavior; and Maintaining Safety Standards.
- G. All funding provided by LHUSD/CTE and any items purchased will be used solely for the Program.
- H. Provide additional highly qualified staff members who will act as guest instructors throughout the Program as needed. All instructors will be in LHCDFD uniform and will report to the administration office for a pass prior to reporting to class. Guest instructors will be under the supervision of the teacher of record.
- I. Ensure that representatives who will be involved in an ongoing basis at the school site are employees of the LHCDFD. All representatives involved in unsupervised contact with students must maintain a valid fingerprint clearance card throughout the Term of this MOU.
- J. Provide liability and workers' compensation insurance to cover Lake Havasu City employees.

- K. Provide City facilities or off-site location instruction to complete Program activities as needed and agreed upon in advance with LHUSD.
- L. An agreement of class scheduling will be confirmed by the Parties no later than ninety (90) days prior to the start of the semester.
- M. Provide an accounting of the program funds to LHUSD within thirty (30) days following the end of each semester.

2.3 Jointly. The Parties agree:

- A. To not incur legal liability for the actions of one another, other than under the terms and conditions of this MOU. Each Party will be solely and entirely responsible for its own acts and the acts of its own Board or Council members, officials, agents, volunteers, and employees during the performance of this MOU.
- B. To work together in good faith to implement the Program and work collaboratively through any details not otherwise contained in this MOU.
- C. To be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or other laws applicable to it as part of fully performing the Program with regards to its respective role.
- D. Ensure that students who participate in the Program participate in any orientation that may be required by the LHCDF in advance of any assignments or responsibilities under this MOU.
- E. Follow all applicable LHUSD student policies including, but not limited to, policies regarding student discipline, attendance, and safety.

- 3. Relationship of Parties: The relationship between the Parties is that of independent contractors, and neither Party shall have the authority to bind or act on behalf of the other Party without obtaining such other Party's prior written consent. Neither Party is authorized to act as the other Party's agent. This MOU shall not constitute, create, or in any way be interpreted to create an employer/employee relationship between the Parties of any kind. Further, no public-school student in the Program shall be considered an employee of the City for any purpose.

4. Term and Termination.

- 4.1 This MOU is effective as of July 1, 2025 and expires on July 1, 2027 (the Expiration Date), unless earlier terminated as provided below.
- 4.2 Either Party may terminate this MOU at any time by giving ninety (90) days' prior written notice to the other Party; provided, however, that upon such termination all students currently enrolled in the Program shall be allowed to complete the assignments necessary to enable those students to receive academic credit for participation in the Program in that semester.

4.3 Either Party may terminate this MOU immediately in the event of a material breach by the other Party, which remains uncured after thirty (30) days' written notice thereof.

4.4 This MOU may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4.5 Upon termination or cancellation, all materials and equipment purchased for the Program using District provided funding will be returned to the District. Any materials and equipment provided by the City for use during the Program and not purchased with District provided funds will be returned to the City. The Parties agree to develop and implement a procedure for the marking of equipment funded by the District.

5. Indemnification. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, save, and hold harmless the other Party and its officers, officials, directors, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, actions, damages, losses, costs, liabilities, and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and costs of claim processing, adjusting, investigation, handling, and litigation) to which any Indemnitee may become subject, under any theory of liability ("claims") relating to, arising out of, resulting from or alleged to have resulted from the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, officials, directors, employees, agents, volunteers, successors, and assigns. If a claim or claims by third parties become subject to this indemnity provision, the parties to this MOU shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 5 shall survive termination of this MOU.

6. Workers' Compensation.

6.1 An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of Arizona Revised Statutes § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

6.2 Pursuant to Arizona Revised Statutes § 23-1022, each Party shall post a notice in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

7. Waiver. No provision in this MOU shall be construed, expressly or by implication, as waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this MOU. The failure of either Party to insist upon strict performance of any of the provisions of this MOU, or to exercise any of the rights or remedies provided by this MOU, or any delay in the exercise of any rights or remedies, shall not release either MOU from any of the responsibilities or obligations imposed by law or by this MOU, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this MOU.

8. Severability. The Parties agree that should any part of this MOU be held to be invalid or void, the remainder of the MOU shall remain in full force and effect and shall be binding upon the Parties.
9. Governing Law and Venue. This MOU shall be governed by the laws of the State of Arizona, as to validity, interpretation, and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Mohave County, Arizona.
10. Notices. All notices, requests for payment, or other correspondence between the Parties regarding this MOU shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

City
Attn: City Attorney
2330 McCulloch Blvd. N.
Lake Havasu, AZ 86403

LHUSD
Attn: Superintendent
2200 Havasupai Boulevard
Lake Havasu City, AZ 86403

11. Assignment. This MOU is not assignable.
12. Employment Eligibility. Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the MOU and is subject to penalties up to and including termination of this MOU. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this MOU to ensure that the other Party or its subcontractors are complying with this warranty.
13. Rights/Obligations. The terms of this MOU are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.
14. Attorney's Fees. In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this MOU, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
15. Provisions Required By Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the MOU will promptly be physically amended to make such insertion or correction.
16. Entire Agreement. This MOU constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this MOU shall be made only by a written instrument executed by authorized representatives of the Parties.

LAKE HAVASU CITY, AZ

Cal Sheehy, Mayor Date

ATTEST:

APPROVED AS TO FORM:

Kelly Williams, City Clerk

Kelly Garry, City Attorney

LHUSD

APPROVED AS TO FORM:

 3/26/25

Governing Board President Date

Renee Osipov

Attorney for LHUSD :